

**AGREEMENT BETWEEN
THE GROTON BOARD OF EDUCATION
AND THE**

**GROTON PUBLIC SCHOOLS
SECRETARIES ASSOCIATION
CIVIL SERVICE EMPLOYEES
AFFILIATES, INC.
CSEA, SEIU LOCAL 2001**



**FOR THE PERIOD
JULY 1, 2018 - JUNE 30, 2021**

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AGREEMENT

This Agreement is made and entered into by and between the Groton Board of Education (hereinafter referred to as the "Board") and the Groton Public Schools Secretaries Association, Civil Service Employees Affiliates, CSEA, SEIU Local 2001, AFL-CIO (hereinafter referred to as the ("Union")).

ARTICLE I RECOGNITION

The Board recognizes the Union as the exclusive representative for the purposes of collective bargaining for all employees of the Board who regularly work at least twenty (20) hours per week and are engaged in school clerical and school secretarial work in the public schools of the Town of Groton (hereinafter referred to as the "Town"), excluding casual employees, confidential employees, supervisors and all other employees of the Board. The Board does not recognize and will not bargain with any other labor organization with respect to the above employees.

ARTICLE II RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Board of Education pursuant to any charter, general or special statute, ordinance, regulation or other lawful provision over the complete operation, practices, procedures and regulations with respect to employees covered by this Agreement shall remain solely and exclusively in the Board, including, but not limited to, the following: to determine the standards of services to be offered by Board employees; to determine the standards of selection for Board employment; to direct its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue rules, policies and regulations, including those affecting working conditions, and from time to time, to change those rules and policies and to enforce said rules and policies; to maintain the efficiency of governmental operations; to determine work schedules; to determine the methods, means and personnel by which the Board's operations are to be conducted; to determine the content of job

classifications; to exercise complete control and discretion over its organization and technology of performing its work; and to fulfill all of its legal responsibilities. Except where another specific provision of this Agreement is involved, the exercise of the above-listed rights shall not be subject to the grievance procedure.

ARTICLE III SELECTION AND APPOINTMENT

- A. The Superintendent or designee shall be responsible for the selection, employment, assignment, transfer, promotion and dismissal of all persons covered by this Agreement.

- B. Newly hired employees shall be considered probationary and shall obtain no rights under the grievance procedure of this Agreement until they have been continuously on the payroll of the Board for a period of six (6) calendar months. During this probationary period, employees may be discharged or disciplined at the will of the Board, and neither the employee nor the Association shall have recourse to the grievance procedure contained in this Agreement.

- C. Notice of vacancies and/or new positions within the bargaining unit shall be posted in all schools for five (5) working days simultaneous to outside advertising. Any person interested in the position must apply, in writing, to the Superintendent or designee within five (5) working days. Appointments to position will be made by the Superintendent or designee based on the applicant's qualifications. An employee who is promoted to a higher classification shall be paid the rate of the lowest step in her/his new classification that is higher than her/his rate in her/his original classification.

- D. For purposes of placement on the salary schedule at the time of employment, new employees shall not be placed on a step which is higher than the step placement of incumbent employees with comparable experience.

**ARTICLE IV
WAGES**

- A. The wage schedules of all positions covered by this Agreement are set forth in Appendix A attached hereto and made a part of this Agreement.
- B. Wage payments to all persons covered by this Agreement shall be made bi-weekly by direct deposit for the hours worked based upon time records submitted, and any paid leave for which the employee is eligible, for the immediately preceding pay period.
- C. Overtime will be paid at one and one-half (1-1/2) times the regular rate for all full-time persons who work beyond forty (40) hours in a single work week. Prior approval to work overtime must be obtained from the Superintendent or designee. Both parties agree and understand that in the absence of the Superintendent or designee, no child shall be left unattended and approval in these instances is acknowledged and understood to be granted.
- D. Inclement Weather
 - 1. In the event the Superintendent or his designee announces an early dismissal of students because of inclement weather, or any unplanned closure, bargaining unit employees will be released from duty, without loss of pay, in the employee's discretion, for up to three (3) times, up to 90 minutes in each instance. Thereafter, employees may make up the time lost during the same work week, use any available personal leave, or will be docked for the time missed.
 - 2. In the event of a delayed opening, secretaries shall also be subject to the delay and shall suffer no loss of pay as a result of the delayed opening.

**ARTICLE V
WORK SCHEDULES**

- A. The work week shall coincide with the needs of the Groton School System, with hours per day and days per year adjusted to meet the requirements of the school system. The

normal work day for full-time employees will range from six (6) to eight (8) hours per day, and the normal work year from one hundred ninety (190) days to two hundred twenty (220) days, and may include days before school opens in September and after school closes in June.

- B. The Building Principal and the employee shall discuss and mutually agree on the employee's summer work schedule (July and/or August) which shall be subject to the approval of the Superintendent. The provisions of Article X, Sections A and B shall apply to work days when school is not in session.
- C. Employees shall receive a duty free ten (10) minute break without loss of pay.
- D. Professional Development:
 - 1. Training and professional development opportunities will be afforded to all secretaries. Approval of the Building Principal and the Assistant Superintendent shall be required for out of district training; the cost of training, meals and mileage will be paid for by the Board.
 - 2. Training may be provided on teacher professional development and TLI days. Training may also be provided during other times with advance notice.
 - 3. If such training is designated as mandatory, employees shall be required to attend.

ARTICLE VI TIME ENTRIES

Employees are required to record their start and stop times, and any lunch breaks, using the electronic time system. Swiping another employees card in or out, or otherwise engaging in the theft of time, shall be grounds for termination.

**ARTICLE VII
WAGE PAYMENTS**

Wage payments to all persons covered by this Agreement shall be based on Kronos entries submitted for the immediately preceding pay period, and shall coincide with the wage payments made to the professional staff. All payment of wages shall be by direct deposit.

**ARTICLE VIII
TRAVEL**

All travel for school business will be reimbursed at the most recently published IRS mileage rate.

**ARTICLE IX
HOLIDAYS**

A. All persons covered by this Agreement will observe school closings as indicated in the school calendar without compensation.

B. Notwithstanding Section A of this Article the following days shall be considered paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Labor Day	Christmas

If an employee works her/his scheduled work days prior to and following the day celebrated as the July 4th holiday, she/he will receive that day as a paid holiday.

C. To qualify for holiday pay, the employee must have completed his/her probationary period and must work the full scheduled work day immediately preceding and following the holiday. Failure to meet this requirement will result in forfeiture of holiday pay.

Employees who are hospitalized or leave work early due to a previously scheduled medical appointment shall suffer no loss of holiday pay. In addition, the Superintendent may grant further exceptions in extenuating circumstances.

D. Secretaries will be paid a regular full day's pay for the following days provided these days are early dismissal days for students:

- 1) Day before Thanksgiving Day
- 2) Day before Christmas Break

Bargaining unit employees will be released after the buses have departed from their school and suffer no loss of pay for the day.

ARTICLE X ABSENCE

A. Personal sick leave of twelve (12) days annually, cumulative to a maximum of one hundred sixty (160) days, shall be granted school personnel. New employees shall be granted one (1) day for each full month of employment through June 30. If employment begins after the fifteenth (15th) of the month, no sick leave will be granted for that month. The Board may require verification of illness or injury in the form of a physician's certificate if the Board believes that an employee is abusing the sick leave provisions of this Agreement. Failure to provide verification of illness or injury shall result in a warning letter issued by the Board of Education indicating suspected abuse of sick leave. The employee may subsequently be required to present verification for a period not to exceed one (1) year from the date of the warning letter. Such verification shall state the nature and duration of the illness. Failure to provide such verification upon request shall be sufficient reason to deny sick leave pay.

B. A total of five (5) days per year, non-cumulative, will be allowed for:

1. observance of religious holidays by members of faiths which call for absence from work on such holidays;
2. illness or death in the immediate family (father, mother, brother, sister, spouse, child, grandmother, grandfather, grandchild, in-laws in same relationship or

person residing in the same household as employee; shall also include uncle, aunt, niece and nephew in the case of death);

3. attendance at court or other legal demands beyond the employee's control; and
4. own marriage (only three (3) days will be allowed for this reason).

A written request to the Superintendent or designee must be made before above leave can be considered for approval, or as soon as possible in case of emergency.

- C. If a full time employee covered by this Agreement is called for jury duty, full salary, less an amount equal to that received as a juror, shall be paid. To be eligible for such compensation, the employee must submit satisfactory evidence of jury duty service to his/her supervisor. Whenever an employee is released from jury duty service before the end of the employee's regular work day, and the employee's jury duty service was less than eight (8) hours in that day, and there are at least four (4) hours left in the employee's work day, the employee shall report to work for the remainder of his/her regular work day. Employees are expected to report for a scheduled work day if jury duty service is not required on that day.
- D. Whenever an employee included in this Agreement is entitled to receive workers' compensation benefits, normal weekly take home pay (after mandatory payroll deductions), less the amount of weekly compensation, shall be paid. The entitlement under this provision shall not exceed three (3) calendar months, and such absence shall not be charged to that person's accumulated sick leave.
- E. Two (2) personal days per year, non-cumulative, shall be granted each full time employee covered by this Agreement. A written request must be made to the Superintendent or designee after approval by the school principal or unit supervisor. Unless there are extreme circumstances, these days shall be granted only after twenty-four (24) hour notice and shall not be taken previous to or following a vacation or holiday period.
- F. Short term unpaid leaves of absence may be granted at the discretion of the Superintendent of Schools or his Central Office Administrator designee, not to exceed ten

(10) days. If granted, such leave shall be without pay, but without loss of benefits. Requests for such leave shall be submitted to the building principal, and may be processed by the secretary to the Superintendent's office with or without the recommendation of the building principal.

G. Unpaid leaves of absence may be granted at the sole discretion of the Board of Education under conditions described by the Board, to include:

1. No step advancement if the employee has worked less than five (5) months in the school in which she began the leave;
2. No insurance benefits (except as required by state or federal law), sick leave, personal leave, or holidays;
3. No unemployment compensation;
4. No employment elsewhere;
5. Date of return to employment shall be stated at time of leave request;
6. Failure to return on scheduled date of return shall constitute resignation;
7. Upon return from leave, an effort shall be made to place the employee in the same, or a comparable position.

H. A deduction equal to one day's pay shall be charged for each day of unauthorized absence, in addition to any and all other remedies that may be available to the Board, subject to the provisions of Article XII.

ARTICLE XI INSURANCE

A. Upon application and submission of a signed payroll withholding authorization card, each full time employee covered by this Agreement may participate in the following insurance programs or their equivalent, with the Board and the employee each paying a portion of the premiums as set out below. Participation in these plans will be extended to all eligible

dependents with the Board and the employee each paying a portion of the dependent coverage premium as set out below.

1. A high deductible health plan (HDHP) with a health savings account (HSA) with the following deductibles and coinsurances:

	In Network	Out of Network
Deductible (Ind./Two Persons-Family)	\$2000/\$4000	\$2000/\$4000
Coinsurance	0%	30%
Out of Pocket Maximum	\$4000/\$6850	\$5000/\$10,000
Lifetime Maximum	Unlimited	Unlimited
Preventative	No charge	30%

The employer shall contribute fifty (50%) percent of the above deductibles, funded by July 15th of each year.

In lieu of the insurance plan referred to in A.1, employees who are not eligible to participate in an HSA may either (1) participate in a Health Reimbursement Account (“HRA”) or (2) receive annually an amount equal to the Board’s contribution into the HSA toward the deductibles in the HDHP plan. Said employees shall contribute the same cost share as employees participating in the HDHP/HSA.

2. Basic Dental Rider.
3. MP4 unlimited three-tier prescription plan with the following copays after the deductible is met: \$5 tier 1; \$25 tier 2; \$40 tier 3; mail order two times retail co-pay for 90-day supply.

- B. Employee contributions toward the premiums for individuals and all eligible dependents for the insurance programs or their equivalent set out in paragraph A above shall be as follows:

7/1/18	17.5%
7/1/19	18.5%
7/1/20	19.5%

- C. The Board shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from.

- D. Upon application all new full time employees shall become eligible for the benefits in "A" above on the first day of the month following full time employment, provided that the Board shall not be responsible for processing delays.

- E. Upon application by any full time employee, the Board shall provide life insurance of Forty Thousand (\$40,000) Dollars at no cost to the covered employee, effective on the first day of the month following full time employment, provided that the Board shall not be responsible for processing delays.

- F. For purposes of this Agreement, the terms "retire" and "retirement" shall mean voluntary separation from service at a time when the employee is eligible for current benefits under the terms and conditions of the Town of Groton Pension Plan.

- G. The Board reserves the right to change insurance carriers at any time with at least 60 days prior notice to the Union, provided the substitute plan is comparable on the whole in terms of benefits.

- H. If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA).

**ARTICLE XII
DISCIPLINE AND DISMISSAL**

- A. Employees are subject to disciplinary action, up to and including dismissal for just cause. Just cause shall include, by way of example, but shall not be limited to, the following: dishonesty, violation of rules and policies of the Board, excessive unexcused absenteeism or tardiness, insubordination, falsification of employment application or Board records, violation of Article XIV (No Strike) of this Agreement, intentional injury to person or property, a third documented warning for incompetence or inefficiency, or other due and sufficient cause.
- B. Any bargaining unit member who voluntarily leaves the employment of the Board shall give the Superintendent two (2) weeks' notice whenever possible.

**ARTICLE XIII
GRIEVANCE PROCEDURE**

- A. A grievance is defined as a claimed misapplication or misinterpretation of a specific provision of the Agreement.
- B. An aggrieved employee shall first meet with the building principal in an effort to resolve a grievance informally.
- C. If an employee believes himself/herself aggrieved, the Union may submit a written request for review by the Superintendent of Schools or designee within ten (10) working

days of the act or omission complained of. NO GRIEVANCE SHALL BE PROCESSED, AND THE UNDERLYING COMPLAINT SHALL BE DEEMED TO HAVE BEEN WAIVED UNLESS THE WRITTEN GRIEVANCE IS FILED WITH THE OFFICE OF THE SUPERINTENDENT OF SCHOOLS WITHIN TEN (10) DAYS FROM THE ACT OR OMISSION COMPLAINED OF. Within ten (10) days of such request, the Superintendent of Schools or designee shall meet with the employee.

- D. If the decision of the Superintendent of Schools or designee is not acceptable to the aggrieved employee, the aggrieved employee may request, through the Superintendent or designee, a meeting with the Board of Education within ten (10) days. Said meeting shall be held within three (3) weeks, and the Board's decision shall be made within three (3) weeks of the meeting and conveyed to the aggrieved employee by the Superintendent or designee. If the decision of the Board is not acceptable to the aggrieved employee and the Union, the decision may be appealed, by the Union only, to final and binding arbitration before the American Arbitration Association. Such appeal shall be made within twenty (20) days from the receipt of the decision from the Board. Either party may request the services of a State Mediator prior to arbitration if the grievance is not resolved at the Board of Education level.
- E. If the decision of the Board is not acceptable to the aggrieved employee and the Union, the decision may be appealed by the Union only, to a final and binding arbitration before the American Arbitration Association. Such appeal shall be made within thirty (30) days from the receipt of the decision from the Board. By mutual agreement, the parties may request the services of a state mediator prior to arbitration if the grievance is not resolved at the Board of Education level.
- F. No rights of an employee shall be abridged as the result of an appeal.
- G. The time limits specified at any step may be extended in any particular instance by mutual agreement between the Superintendent and the Union. All references in this

Article to "days" shall mean working days unless specified otherwise. A mutual hearing date shall be considered a waiver of timelines for the appropriate step.

- H. A Union representative may be present if requested by the aggrieved, without causing a delay in any such meeting.
- I. The cost of the arbitrator shall be shared equally by the parties.

**ARTICLE XIV
NO STRIKE**

- A. During the life of this Agreement there shall be no strikes, slowdowns, work stoppages, mass absenteeism, sympathy strikes or any other forms of interference with the operation of the Groton School System.
- B. The Board agrees that during the life of this Agreement there shall be no lockouts.
- C. The Union and CSEA expressly agree that they will take every reasonable, prompt and positive measure within their power to prevent and stop any acts described in section "A" of this Article.
- D. Any or all employees participating in any activity prohibited by section "A" above shall be subject to disciplinary action, including termination, and any such action imposed shall not be subject to the grievance procedure confined in this Agreement.

**ARTICLE XV
SCOPE OF AGREEMENT**

It is understood by both parties to this Agreement that this Agreement is an expression of policies and procedures which will continue the good relations established between the Board and the Union. This Agreement does not limit or restrict in any way the Board or bind the

administration of the schools or any duly authorized representative of the Board in the discharge of duties and responsibilities as prescribed by the Board.

**ARTICLE XVI
UNION SECURITY**

- A. The Board will notify the Union of new hires into positions held by the Union within 30 days from the date of their employment by the Board. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union. Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

- B. The amount of dues or agency service fee deducted under this Article shall be remitted to CSEA, SEIU Local 2001 within one week after the payroll period in which such deduction is made, together with a list with their current respective addresses and phone numbers of employees for whom any such deduction is made.

- C. The Union agrees to defend, indemnify, and hold the Board harmless against all claims, demands, suits, or any other form of liability, including reasonable attorneys' fees and costs, which may arise by reason of any action taken in reference to any portion of this Union Security and Dues Section. Any dispute between the Board and the Union over what is "reasonable" shall be settled by submitting the dispute to arbitration under the terms of the grievance procedure.

**ARTICLE XVII
UNION RIGHTS**

- A. The Union may call meetings on school property before or after the work day or when the school is not in session providing such meetings do not conflict with other scheduled Town or Board activities or programs and they are booked in advance through the School Business office.

- B. The Employer shall provide bulletin board space in each building for the purposes of Union Business.
- C. The Employer shall state in external job postings, "Position is within the SEIU Local 2001 bargaining unit."
- D. Upon the request from the Union, the Employer and the Union shall form a joint committee to make recommendations for in-service training topics.
- E. Union stewards and officers, before absenting themselves from work to investigate complaints, grievances, working conditions, or to attend any union matter, shall request permission from the building principal. Permission shall not be unreasonably withheld. The supervisor shall be promptly notified upon return to work. Union activities shall take place on Board property only after the approval of the Board or its designee and only after at least 24 hours advance notice to the building principal.

**ARTICLE XVIII
PENSION**

Employees who are eligible shall be enrolled in the Town Pension Plan, "An Ordinance Amending An Ordinance Providing For Pensions For Employees of the Town of Groton" (Ordinance No. 129 adopted on June 21, 1976, as amended on October 1, 1979), in accordance with the terms of that ordinance. Effective for retirements on or after July 1, 2005, the retirement benefit for employees shall be as follows:

- a) service years prior to 1989 – 1.25%
- b) service years between 1989 and 2001 inclusive – 1.85%
- c) service years after 2001 – 2.0%

**ARTICLE XIX
LAYOFFS**

- A. In the event of a reduction in force or the elimination of a bargaining unit position which requires layoff, temporary and probationary employees in the positions affected shall be laid off first. Thereafter, employees holding the positions affected shall be laid off by seniority with the least senior employee in the affected category laid off first, on the condition that the employees with greater seniority are qualified to do the work. A senior laid off employee shall have the right to bump the least senior employee in a position previously held by the laid off employee provided he/she is immediately capable of performing the required work. Laid off employees shall retain recall rights for eighteen (18) months. During the recall period, laid off employees shall be recalled in reverse order of layoff by seniority to vacant positions which are equivalent to or lower than the classification last held, provided they are then qualified to do the work. Notice of recall shall be sent by certified mail, return receipt requested. Failure to respond within five (5) days of receipt of notice of recall or failure to accept reinstatement to the former position shall result in removal of the laid off employee from the recall list.
- B. The Board will provide the Union with a seniority list containing names, addresses, classifications, pay rates, dates of hire, and seniority dates for all employees in the bargaining unit. Such list shall be deemed to be conclusively correct unless contested within thirty (30) days from delivery to the Union.
- C. Seniority shall be defined as an employee's length of continuous service with the Board from the most recent date of hire into a secretarial position.

**ARTICLE XX
SAVINGS CLAUSE**

If any section or article of this Agreement is determined to be illegal by a court of law or the parties agree is in violation of any law, the remainder of this Agreement shall remain in full force and effect.

**ARTICLE XXI
DISCRIMINATION**

There shall be no unlawful discrimination against any employee covered by this Agreement based upon any protected classification recognized under applicable law by either the Board or the Union.

**ARTICLE XXII
DURATION**

This Agreement shall fix for its term the wages, hours and working conditions of all covered employees for the period July 1, 2018 through June 30, 2021. Neither party shall be required to bargain over wages, hours or working conditions during the term hereof, except that negotiations over a successor agreement shall be conducted in accordance with State law. This section shall not be interpreted to deny the right to require impact bargaining upon a substantial change in working conditions.

Date: 9/26/18

GROTON BOARD OF EDUCATION

By: 

Date: 10/3/18

GROTON PUBLIC SCHOOLS
SECRETARIES ASSOCIATION

By: 

Date: 10/2/18

CIVIL SERVICE EMPLOYEES
AFFILIATES, CSEA, LOCAL 2001
SEIU, AFL-CIO

By: 

**APPENDIX A
SALARY SCHEDULE**

GROTON SCHOOL SECRETARIAL WAGE SCHEDULE

2018-2019

	1	2	3	4	5	6	7	8	9
SECRETARY	\$19.66	\$20.24	\$20.77	\$21.32	\$21.90	\$24.13	\$24.74	\$25.36	\$26.01

There shall be no step movement for 2018-2019

2019-2020

	1	2	3	4	5	6	7	8	9
SECRETARY	\$20.05	\$20.64	\$21.19	\$21.74	\$22.34	\$24.62	\$25.24	\$25.87	\$26.53

There shall be no step movement for 2019-2020

2020-2021

	1	2	3	4	5	6	7	8	9
SECRETARY	\$20.45	\$21.05	\$21.62	\$22.18	\$22.78	\$25.11	\$25.74	\$26.39	\$27.06

There shall be no step movement for 2020-2021